

**UNIVERSITY PLACE  
COMMUNITY DEVELOPMENT DISTRICT**

**DECEMBER 14, 2016**

**REVISED AGENDA**

## University Place Community Development District

### Board of Supervisors

Richard Romanoff, Jr., Chairman  
Frank Ingrassia, Vice Chairman  
Jane Lange, Assistant Secretary  
Victoria Kahle, Assistant Secretary  
Armand Houze, Supervisor

Robert Nanni, District Manager  
Andrew Cohen, District Counsel  
Jack Knowlton, District Engineer  
Lynn Jackson, Operations Manager

### **REVISED Regular Meeting Agenda** Wednesday, December 14, 2016 – 3:30 p.m.

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- 1. Call to Order and Roll Call**
- 2. Public Comment on Agenda Items**
- 3. Organizational Matters**
  - A. Oath of Office for Newly Elected Supervisors Via General Election  
(Mr. Armand Houze – Seat 2, Mr. Frank Ingrassia – Seat 4 and  
Ms. Victoria Kahle – Seat 5)
  - B. Election of Officers – Resolution 2017-01
- 4. Approval of the Consent Agenda**
  - A. Minutes of the October 26, 2016 Meeting
  - B. Financial Statements, Check Run Summary and Invoices as of  
October 31, 2016
- 5. District Manager's Report**
  - A. Discussion of Follow-up Items
  - B. Termination of Dissemination Agreement with Prager & Co., LLC
  - C. Consideration of Agreement with Severn Trent Services for Dissemination Agent  
Services\*\*
  - D. Consideration of Resolution 2017-02 Implementing a Parking Policy\*\*
- 6. Old Business**
- 7. Staff Reports**
  - A. Attorney
  - B. Engineer
- 8. Supervisor Requests & Comments**
- 9. Public Comment Period**
- 10. Adjournment**

#### NOTES:

The next Workshop is scheduled for Wednesday, January 18, 2017 at 3:30 p.m. at the Northern Trust Bank

The next Meeting is scheduled for Wednesday, January 25, 2017 at 3:30 p.m. at the Northern Trust Bank

#### **\*\*AGENDA ITEM IS ATTACHED**

**District Office:**  
**Severn Trent Services, Inc.**  
210 North University Drive, Suite 702  
Coral Springs, Florida 33071  
954-753-5841  
UniversityPlacecdd.org

**Meeting Location:**  
**Northern Trust Bank**  
Community Room  
6320 Venture Drive  
Lakewood Ranch, Florida 34202  
941-907-2265

## **Fifth Order of Business**

**5C.**

**AGREEMENT BETWEEN  
UNIVERSITY PLACE COMMUNITY DEVELOPMENT DISTRICT  
AND  
SEVERN TRENT ENVIRONMENTAL SERVICES, INC.  
FOR DISSEMINATION AGENT SERVICES**

THIS AGREEMENT made and entered into on this 14<sup>th</sup> day of December, 2016 by and between the University Place Community Development District, hereinafter referred to as "**DISTRICT**", and the firm of Severn Trent Environmental Services, Inc., hereinafter referred to as "**MANAGER**", whose address is 210 North University Drive, Suite 702, Coral Springs, Florida 33071.

**WITNESSETH:**

WHEREAS, the **DISTRICT** desires to employ the services of the **MANAGER** for the purpose of providing the **DISTRICT** with certain District management services as more fully set forth in Exhibit A hereunder; and

WHEREAS, the **MANAGER** desires to provide such services to the **DISTRICT** subject to the terms hereof,

NOW, THEREFORE, in consideration of the mutual covenants and agreements expressed herein the parties agree as follows:

**ARTICLE 1. SCOPE OF SERVICES AND MANAGER RESPONSIBILITIES**

- 1.1 The **DISTRICT** hereby engages the **MANAGER** for the services described and set forth in Exhibit A and for the fees described in Exhibit B, attached hereto and incorporated by reference herein.
- 1.2 **MANAGER** may offer and/or the **DISTRICT** may request that additional services be provided under this Agreement. In the event that the **MANAGER** and the **DISTRICT** agree upon a change in the scope of services to be provided under this Agreement, the change in Compensation, if any, shall be agreed between the **DISTRICT** and **MANAGER** and will be invoiced in accordance with this Agreement
- 1.3 The **MANAGER** shall devote such time as is necessary to complete the duties and responsibilities assigned to the **MANAGER** under this Agreement.
- 1.4 All services will be rendered by and under the supervision of qualified staff in accordance with the terms and conditions set forth in this Agreement. Even though **MANAGER'S** staff may include licensed attorneys and engineers, the **DISTRICT** acknowledges that **MANAGER** is not performing in the capacity of a law firm or an engineering firm when providing services under this Agreement. Other than the requirement to render the services by and under the supervision of qualified staff, **MANAGER** makes no specific representation or warranty regarding the services or any deliverables to be provided

hereunder and any and all warranties arising by custom or usage in the profession, or arising by operation of law are hereby expressly disclaimed.

- 1.5 If the scope of services hereunder requires the **MANAGER** to administer or supervise the **District's** personnel, the **MANAGER** shall not be responsible for any damages, losses, settlement payments, deficiencies, liabilities, costs and expenses resulting from the failure of the **District's** employees to follow the instructions of the **MANAGER**. Similarly, if in the course of providing the services required by this Agreement, the **MANAGER** follows the instructions of the **DISTRICT**, the **MANAGER** shall not be responsible for any damages, losses, settlement payments, deficiencies, liabilities, costs and expenses resulting therefrom.
- 1.6 In performing the services hereunder, **MANAGER** may rely on information supplied by the **DISTRICT** and **MANAGER** shall not be required to independently verify the accuracy and completeness of such information. In addition, although the **MANAGER** may participate in the accumulation of information developed by others necessary for use in documents required by the **DISTRICT**, **MANAGER** is not responsible for verifying the accuracy of such information. Provided however, the Manager shall be responsible for the accuracy and completeness of any information collected by the Manager or under the Manager's direction.

## **ARTICLE 2. REPRESENTATIONS AND WARRANTIES OF THE MANAGER**

- 2.1 The signature on this Agreement by the **MANAGER** shall act as **MANAGER'S** representation that the wage rates and costs used to determine the compensation provided for in the Agreement are accurate, complete and current as of the date of this Agreement.
- 2.2 The **MANAGER** acknowledges and agrees that it owes a duty of loyalty, fidelity and allegiance to act at all times during the term of this Agreement in the known interests of the **DISTRICT** and to knowingly do no act which would injure the **DISTRICT'S** business, its interests or its reputation. Further, the **MANAGER** shall not, during the term of this Agreement, engage in any activity which constitutes a Conflict of Interest (as defined below). For purposes of this Agreement, "Conflict of Interest" means any act or activity, or any interest in connection with, or any benefit from any act or activity, which knowingly is adverse to the interests of or would in any material way injure the **DISTRICT**. Notwithstanding any provision to the contrary contained herein, this Section 2.2 shall not prohibit the **MANAGER** from (a) performing water and wastewater utility management, customer services, utility billing, operation and maintenance services to the **DISTRICT** under a separate agreement; and (b) providing for the benefit of any other **DISTRICT** services similar to the services provided **DISTRICT** hereunder. **DISTRICT** hereby waives any and all conflicts of interests or potential conflicts of interest in connection therewith, it being specifically agreed to and understood that **MANAGER'S** provision of any such services to the **DISTRICT** or to any other District shall not constitute a conflict of interest under this Agreement. The **MANAGER** warrants that it has not employed or retained any company or person, other than a bona fide employee or previously retained sales consultant, to solicit or secure this Agreement

and that it has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for the **MANAGER** or a previously retained sales consultant any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

- 2.3 The **MANAGER** warrants and represents that it shall refrain from unlawful discrimination in performing its obligations under this Agreement.

### **ARTICLE 3. REPRESENTATIONS AND WARRANTIES OF THE DISTRICT**

**DISTRICT** represents and warrants that this Agreement, **DISTRICT'S** execution and delivery of this Agreement and **DISTRICT'S** performance of its obligations hereunder, have been duly and validly authorized by **DISTRICT** by all necessary action. This Agreement has been validly executed and delivered by **DISTRICT** and constitutes a legal, valid and binding obligation of **DISTRICT**, enforceable in accordance with its terms.

### **ARTICLE 4. COMPENSATION**

- 4.1 The **DISTRICT** agrees to compensate the **MANAGER** in accordance with the fee schedule set forth in Exhibit B.
- 4.2 Payment to the **MANAGER** for all services rendered shall be made on a monthly basis within thirty (30) days of the **MANAGER'S** issuance of an invoice.

### **ARTICLE 5. TERM**

- 5.1 This Agreement shall commence on the date hereof and shall continue until terminated in writing by either party with at least ninety (90) days prior written notice.
- 5.2 The Agreement may be terminated as follows:
- (a) The failure of either party to comply with the terms of this Agreement shall constitute a default. Upon default by one party, the other party shall send written Notice of Termination. Such notice shall clearly specify the nature of the default and provide the defaulting party forty-five (45) days to cure the default. If the default is capable of being cured within forty-five (45) days but is not cured within forty-five (45) days, the Agreement shall terminate at midnight of the forty-fifth (45<sup>th</sup>) day following receipt of the Notice. In the case of default that cannot be cured within forty-five (45) days, this Agreement shall not terminate so long as the defaulting party has given written notice of the extension to the other party and the defaulting party has commenced and is diligently pursuing a cure Upon the dissolution or court-declared invalidity of the **DISTRICT**; or
  - (b) By either party, for any reason, upon sixty (60) days for the **DISTRICT** and ninety (90) days written notice for the **MANAGER**.

- 5.3 Upon the termination of this Agreement, **MANAGER** will take all reasonable and necessary actions to transfer in an orderly fashion to the **DISTRICT** or its designee all the **DISTRICT's** books and records in **MANAGER's** possession. In addition, within thirty (30) days of termination of this Agreement, **MANAGER** shall be paid in full for all services rendered through the date of termination.

## **ARTICLE 6. RISK MANAGEMENT**

- 6.1 The **MANAGER** shall provide and maintain the following levels of insurance coverage at all times subsequent to the execution of this Agreement:
- (a) Professional Liability insurance with an aggregate limit of two million dollars (\$2,000,000); and
  - (b) Commercial Crime insurance with a per loss limit of one million dollars (\$1,000,000).
- 6.2 To the extent allowable under applicable law and except and to the extent caused by the negligence or willful misconduct of the **MANAGER**, the **DISTRICT** agrees to indemnify and hold the **MANAGER** and its respective officers, directors, employees, agents, successors and assigns (**MANAGER** and each such person being an "Indemnified Party") harmless from and against any and all damages, losses, settlement payments, deficiencies, liabilities, costs and expenses, including without limitation, attorney's fees suffered, sustained, incurred or required to be paid by any Indemnified Party related to or arising out of the subject services and/or the engagement of **MANAGER** pursuant to this Agreement. In the event that the **DISTRICT** receives notice of or undertakes the defense or the prosecution of any action, claim, suit, administrative or arbitration proceeding or investigation consistent with **DISTRICT's** indemnity obligations hereunder, the **DISTRICT** shall give the **MANAGER** prompt notice of such proceedings and shall inform the **MANAGER** in advance of all hearings regarding such action, claim, suit, proceeding or investigation. Except and to the extent caused by the negligence or willful misconduct of the **DISTRICT**, the **MANAGER** agrees to indemnify and hold the **DISTRICT**, and its respective officers, directors, supervisors, employees, agents, successors and assigns harmless from and against any and all damages, losses, settlement payments deficiencies, liabilities, costs and expenses, including without limitation, attorney's fees suffered, sustained, incurred or required to be paid by the **DISTRICT** as a result of the services performed by **MANAGER** pursuant to this Agreement.
- 6.3 Notwithstanding any provision to the contrary contained in this Agreement, in no event shall **either party** be liable, either directly or as an indemnitor of the **other**, for any special, punitive, indirect and/or consequential damages, including damages attributable to loss of use, loss of income or loss of profit even if **such party** has been advised of the possibility of such damages.
- 6.4 In the event that claims(s) raised against the **MANAGER** on account of this Agreement, or on account of the services performed hereunder, is/are covered under **MANAGER's** insurance policies required hereunder, the **MANAGER** shall not

be responsible for any loss, damage or liability beyond the policy amounts contractually required hereunder and the limits and conditions of such insurance policies. With respect to any other cause of action and/or claim arising under this Agreement, or otherwise arising as a result of, or on account of, the services provided hereunder, **MANAGER's** liability shall not exceed \$50,000.

## **MISCELLANEOUS**

### **7.1 Entire Agreement**

The foregoing terms and conditions constitute the entire Agreement between the parties hereto and any representation not contained herein shall be null and void and no force and effect. Further this Agreement may be amended only in writing upon mutual consent of the parties hereto.

### **7.2 Amendments**

No amendments and/or modifications of this Agreement shall be valid unless in writing and signed by each of the parties.

### **7.3 Construction**

In construing this Agreement, the following principles shall be followed: (i) no consideration shall be given to the captions of the articles, sections, subsections or clauses, which are inserted for convenience in locating the provisions of this Agreement and not as an aid in construction; (ii) no consideration shall be given to the fact or presumption that any of the Parties had a greater or lesser hand in drafting this Agreement; (iii) examples shall not be construed to limit, expressly or by implication, the matter they illustrate; (iv) the word "includes" and its syntactic variants mean "includes, but is not limited to" and corresponding syntactic variant expressions; (v) the plural shall be deemed to include the singular, and vice versa; (vi) each gender shall be deemed to include the other genders; (vii) each exhibit, appendix, attachment and schedule to this Agreement is a part of this Agreement; and (viii) any reference herein or in any schedule hereto to any agreements entered into prior to the date hereof shall include any amendments or supplements made thereto.

### **7.4 Force Majeure**

A party's performance of any obligation under this Agreement shall be excused if, and to the extent that, the party is unable to perform because of any event of "Force Majeure". In any such event, the party unable to perform shall be required to resume performance of its obligations under this Agreement as soon as reasonably practicable following the termination of the event or cause that excused performance hereunder. Force Majeure is defined as any act, event or condition to the extent that it adversely impacts the cost of performance of, or adversely affects the ability, of either party to perform any obligation under this Agreement (except for payment obligations) if such act, event or condition, in light of any circumstances that should have been known or reasonably believed to have existed at the time, is beyond the reasonable control and is not a result of the willful or negligent act, error, omission or failure to exercise reasonable diligence on the part of the party relying thereon.

## 7.5 Notices

All notices will be in writing and shall be sent by certified mail, return receipt requested. Notices required to be given to the **MANAGER** will be addressed to:

Severn Trent Environmental Services, Inc.  
210 North University Drive Suite 702  
Coral Springs, Florida 33071

Attn: Chris Tarase – Vice President Management Services

Notices required to be given to the **DISTRICT** will be addressed to:

Severn Trent Environmental Services, Inc.  
210 North University Drive Suite 702  
Coral Springs, Florida 33071

## 7.6 Governing Law

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Manatee County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power or remedy hereunder shall preclude any other or further exercise thereof.

**7.7** The **MANAGER** understands and agrees that all documents of any kind provided to the **DISTRICT** in connection with this Agreement may be public records, and, accordingly, **MANAGER** agrees to comply with all applicable provisions of Florida law in handling such records including, but not limited to, Section 119.0701, Florida Statutes. The **MANAGER** acknowledges that the designated public records custodian for the **DISTRICT** is Severn Trent Environmental Services, Inc. (“Public Records Custodian”). Among other requirements and to the extent applicable by law, the **MANAGER** shall: (1) keep and maintain public records that ordinarily and necessarily would be required by the **DISTRICT** in order to perform the services under the Agreement; (2) upon the request of the **DISTRICT**’s Custodian of Public Records, provide the **DISTRICT** with copies of or access to the requested public records within a reasonable time period and on the same terms and conditions that the **DISTRICT** would provide the records and at a cost that does not exceed the cost provided by Florida law; (3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of the Agreement if the **MANAGER** does not transfer the records to the **DISTRICT**; and (4) upon completion of the Agreement by transferring, at no cost, to the **DISTRICT** all public records in possession of the **MANAGER** or, alternatively, by keeping and maintaining all public records required by the **DISTRICT** to perform the services. If the **MANAGER** transfers all public records to the **DISTRICT** upon completion of the Agreement, the **MANAGER** shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the **MANAGER** keeps

and maintains public records upon completion of the Agreement, the **MANAGER** shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the **DISTRICT** in a PDF format and is compatible with typical information technology systems.

**IF THE MANAGER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE MANAGER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS Sandra Demarco AT 210 North UNIVERSITY DRIVE, SUITE 702, CORAL SPRINGS, FLORIDA 33071, 954-753-5841 x. 40532, [sandra.demarco@stservices.com](mailto:sandra.demarco@stservices.com).**

(Signatures Appear on the Next Page)

IN WITNESS WHEREOF, the parties hereto have caused their respective agents to execute this instrument on their behalf, at the times set forth below.

**Signed and Sealed  
in the presence of:**

**UNIVERSITY PLACE COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
By:

**SEVERN TRENT ENVIRONMENTAL  
SERVICES, INC.**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
**By: Chris Tarase – Vice President  
Management Services**

**Approved as to form and legality**

\_\_\_\_\_  
**Andrew H. Cohen, District Counsel**

**Scope of Services**

**Exhibit A**

## Scope of Services:

### **The Dissemination Agent's duties shall consist of the following:**

- (a) To assist the **DISTRICT** in developing information collection systems to be used in complying with the requirements of the Continuing Disclosure Agreement.
- (b) To collect financial and other factual information required by the Continuing Disclosure Agreement information noted in (a) above and to distribute such information supplied to us by the **DISTRICT**, including the audited financial statements for the **DISTRICT** (collectively, the "Annual Report"), to the nationally recognized municipal securities information repositories (the "National Repositories") and to any state repository established in Florida (the "State Repository"), as required by the Rule.
- (c) To work with the **DISTRICT** and the Trustee and report any "Significant Events", disclosed to **MANAGER** by the **DISTRICT**, all in accordance with the Continuing Disclosure Agreement.
- (d) To determine, each year prior to the date for providing the Annual Report, the name and address of each National Repository and each State Repository, if any, and to file a report with the **DISTRICT** and the Trustee certifying that the Annual Report has been provided to the National Repositories and State Repository, stating the date the Annual Report was provided and listing all of the repositories to which it was provided (when applicable).
- (e) To Collect and disseminate directly to the Beneficial Owners (and the National Repositories and State Repositories, if requested by the **DISTRICT**) the following information (which is beyond the requirements of the Rule, but required by the Beneficial Owners) as supplied to **MANAGER**, by the **DISTRICT** and as is set forth in more detail in the Continuing Disclosure Agreement:
  - (i) The amount of the Special Assessments levied for the most recent tax year.
  - (ii) The amount of Special Assessments collected from the property owners.
  - (iii) The amount of delinquencies greater than 150 days, and, in the event that delinquencies amount to more than ten percent (10%) of the amounts of Special Assessments due in any year, a list of delinquent property owners.
  - (iv) The amount of tax certificates sold, if any, and the balance, if any remaining for sale.
  - (v) Balances in all Funds and Accounts established for the Bonds under the Indenture. The Issuer shall provide Beneficial Owners with this information more frequently than annually within thirty (30) days of the written request of Beneficial Owners.
  - (vi) Information to be provided to the Beneficial Owners indicating the total amount of Bonds Outstanding.

- (vii) Information to be provided to the Beneficial Owners indicating the amount of principal and interest to be paid in the current year.
- (f) To work with the **DISTRICT** and the Trustee to prepare reports not later than thirty (30) days after the end of each quarter of the calendar year and file these reports with the Repositories and the Beneficial Owners. These quarterly reports may address the following information requirements of the Beneficial Owners, as supplied to **MANAGER**, by the **DISTRICT** and all as controlled by the Continuing Disclosure Agreement.:
  - (i) The percentage of infrastructure improvements that have been completed with the proceeds of the Bonds.
  - (ii) The number of homes planned on property that is being assessed to repay the Bonds.
  - (iii) The number and type of property (lots, parcels, raw land, etc.) sold to builders and/or retail buyers.
  - (iv) The number of homes constructed.
  - (v) The number of homes occupied.
  - (vi) The number of units, type of units and square footage of commercial property or other non-residential uses planned on property which is being assessed to repay the Bonds.
  - (vii) The number and type of property (parcels, raw land, etc.) sold for non-residential development, if any.
  - (viii) The square footage of non-residential property constructed, if any.
  - (ix) The anchor (more than 10% of the square footage) tenants of non-residential property, if any.
  - (x) The estimated date of complete build-out.
- (g) To collect and disseminate directly to the Beneficial Owners any additional information specifically requested by the Beneficial Owners at the time of closing or subsequent to the closing of the Bonds.
- (h) To comply with the terms of the Continuing Disclosure Agreement as Dissemination Agent for the duration of this Agreement.

The capitalized terms have the same definition as in the Continuing Disclosure Agreement.

## **Compensation**

### **Exhibit B**

Severn Trent will provide the services set forth in the Scope of Services for an annual fee of \$1,000 per outstanding CDD bond with disclosure requirements.

**5D**

**RESOLUTION 2017-02**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF UNIVERSITY PLACE COMMUNITY DEVELOPMENT DISTRICT IMPLEMENTING A PARKING POLICY; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, University Place Community Development District (the "District") owns certain roadways and other areas vehicles can traverse located throughout the District ("District Land"); and

**WHEREAS**, the District is the responsible entity for maintaining the District Land and implementing policies for the use thereof; and

**WHEREAS**, the District wishes to formalize a policy with regards to parking on District Lands within the community.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF UNIVERSITY PLACE COMMUNITY DEVELOPMENT DISTRICT THAT:**

**SECTION 1.** The District Land shall be governed by the Parking Regulations attached hereto, which are incorporated herein by reference.

**SECTION 2.** If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

**SECTION 3.** This Resolution shall be effective as of its adoption on the date listed below.

**PASSED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2016.

ATTEST:

BOARD OF SUPERVISORS OF  
UNIVERSITY PLACE COMMUNITY  
DEVELOPMENT DISTRICT

\_\_\_\_\_  
Robert Nanni  
Secretary

\_\_\_\_\_  
Chair

**UNIVERSITY PLACE COMMUNITY DEVELOPMENT DISTRICT  
PARKING POLICIES STATEMENT AND  
RESERVATION OF AMENDMENT POWER**

The Board of Supervisors of University Place Community Development District (hereinafter referred to as the "District") reserves the right to amend, at any time, the policies contained herein at its sole and absolute discretion.

**NOTICE**

Failure to comply with the policies stated herein may possibly result in towing / removal of the violating personal property (Watercraft, Trailer, RV, etc.) or vehicle (car, truck, motorcycle) at owner's expense.

Park At Your Own Risk: The District assumes no liability for any theft, vandalism and / or damage that might occur to personal property and / or vehicles parked on its property.

In the event theft, vandalism and / or damage occur to either personal property or vehicles, affected owners are advised to contact the local law enforcement. In the event theft, vandalism and / or damage occur, District staff will not contact local law enforcement on behalf of affected owners.

**SECTION I: DESIGNATED PARKING AREAS**

Street Parking:

- NO PARKING permitted on District owned streets unless a necessity. Personal property and/or vehicles shall be located (1) in the garage; or (2) on the driveway, not blocking the sidewalk/right of way; Overflow parking (for a large number of visitors) may use the community pool parking lots.
- Any personal property and/or vehicle parking on District streets must be in the direction of normal traffic flow and must be on the *opposite* side of the street from where the mailboxes are located. Blocking mailboxes, driveways, or fire hydrants is prohibited at all times.
- Parking on either side of medians is prohibited.
- Parking on District streets is prohibited where posted "No Parking."
- Vehicles over ½ ton and other commercial vehicles (including but not limited to recreational vehicles, campers, motor homes, trailers, boats of any kind and vehicles with commercial signage/decals) are prohibited from parking on District streets between the hours of 8:00 P.M. and 7:30 A.M., unless they are being used while performing after-hours or emergency work. Moving vans, on the day of the move, are exempt from this requirement.

- Residents shall inform their contractors not to park on both sides of any street while providing their services. Contractors also need to observe the same parking restrictions above (e.g. using one side of the street only).
- All state of Florida, Manatee County, and applicable HOA rules apply as well within the community, unless otherwise stated herein.

Other District Common Areas:

- Parking for District staff, employees and vendors / consultants only (active project or construction related activities).
- NO OTHER PARKING permitted.

**SECTION II: PARKING EXCEPTIONS / SPECIAL  
DISPENSATION AND CIRCUMSTANCES**

1. Parking exceptions will be granted by way of written correspondence from the District or its designee.
  - a. No verbal grants of authority will be issued or be held valid.
  - b. It is the responsibility of the person(s) requesting a parking exception to secure all necessary documentation and approvals.
  - c. Failure to secure all necessary documentation and approvals will result in the towing and / or removal of the vehicle and / or personal property from the premises.
2. Issuance of Written Exception Notice by District or its designee.
  - a. Copy of Notice to be placed on highly visible area of the vehicle and / or personal property for which exception was granted.
  - b. Digital photograph of item (to include identifying license plates or registration numbers if / whenever possible) for which exception was granted.
  - c. Location of vehicle and / or personal property (as described above).
  - d. Reason and special terms of parking exception.
  - e. Date and time of written exception notice issuance.
    - i. Long date format (e.g., Tuesday, November 8, 2016)
    - ii. 24 hour clock format (e.g., 16:30)
  - f. Date and time of written exception notice expiration.
    - i. Long date format (e.g., Tuesday, November 15, 2016)
    - ii. 24 hour clock format (e.g., 16:30)
  - g. Contact information of the District.
  - h. Signature of owner.
3. No parking exceptions will be granted for periods exceeding seven (7) days.
4. Upon expiration of the Written Exception Notice, owner will have 24 hours to remove the vehicle and / or personal property in accordance with the policies stated herein.

- a. Failure to remove the vehicle and / or personal property within the stated timeframe will result in the commencement of towing and removal procedures covered in Section III of this document.

### **SECTION III: TOWING / REMOVAL PROCEDURES**

1. Signage and Language Compliance
  - a. The appropriate towing signage and verbiage will be posted on District property in conformance with applicable Florida Statutes.
2. Towing / Removal Discretion Authority
  - a. Prior to any towing or removal action being taken by anyone other than the District's management or its designee, the authorized individuals must first contact the District Manager or his/her designee for verification that no exceptions were granted for the subject personal property or vehicle.
  - b. The District Manager or his/her designee is to be copied on any written correspondence permitting / granting parking exceptions.
3. Issuance of Written Warning Notice.
  - a. Notice to be placed on highly visible area of violating personal property and / or vehicle.
  - b. Digital photograph of violating personal property or vehicle (to include identifying license plates or registration numbers if / whenever possible).
  - c. Location of personal property and / or vehicle violation (as described above).
  - d. Description of violation.
  - e. Date and time of Written Warning Notice issuance
    - i. Long date format (e.g., Tuesday, November 8, 2016)
    - ii. 24 hour clock format (e.g., 16:30)
  - f. Date of potential personal property and / or vehicle tow / removal, if not removed.
    - i. Long date format (e.g., Tuesday, November 15, 2016)
    - ii. 24 hour clock format (e.g., 16:30)
  - g. Contact information of District.
4. Owner will have 24 hours from issuance of Written Warning Notice (date and time) to remove the violating personal property and / or vehicle.
  - a. The following information will be kept on file at the District:
    - i. Copy of Written Warning Notice issuance
      1. Date and time of Written Warning Notice issuance
        - a. Long Date Format (e.g., Tuesday, November 8, 2016)
        - b. 24 Hour Clock format (e.g., 16:30)
      2. Log of date the personal property and / or vehicle was towed / removed
        - a. Long Date Format (e.g., Wednesday, November 16, 2016)
        - b. 24 Hour Clock format (e.g., 16:40)
    - ii. Digital photograph of violating personal property and / or vehicle

5. Tow / Removal Appeal and Cost Reimbursement.
  - a. Any person(s) has the right to dispute and request cost reimbursement for a tow and / or removal action by appealing to the Board of Supervisors of the District.
    - i. An appeal must be submitted in writing to the District for placement on the next regularly scheduled District meeting agenda.
    - ii. The District must be in receipt of such appeal no fewer than ten (10) calendar days prior to the next regularly scheduled District meeting.
  - b. Any person(s) appealing a tow and / or removal action will be governed by the following conditions:
    - i. Must be physically present at meeting in which the appeal will be heard by the Board of Supervisors.
      1. Failure of attendance will result in dismissal of appeal with no resubmission on future District agenda docket.
    - ii. Argument and basis for appeal will be limited to five (5) minutes per account.
    - iii. Must furnish own copies of any documentation to present to the Board of Supervisors supplementing the argument and basis for the appeal (if applicable).
  - c. The District's Board of Supervisors reserves the right to grant or deny any appeal and cost reimbursement at its sole and absolute discretion.
    - i. District action(s) will be resolved by way of successful Board motion.